

752.232-70

USAIDAR 716.501(c). When this provision is used the following preamble will be included:

For the purposes of this clause certain terms shall be interpreted as follows:

The term *contract(s)* includes “delivery order(s)”; “hour(s)”, or “hourly” may be calculated in terms of “day(s)” or “daily (8 hours)”; and “materials” includes “other direct costs”.

[50 FR 11450, Apr. 3, 1986]

752.232-70 Letter of credit advance payment.

As required by 732.406-73 insert the following clause in contracts being paid by Letter of Credit.

LETTER OF CREDIT ADVANCE PAYMENT (OCT 1989)

(a) Payment under this contract shall be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Office of Financial Management, Cash Management and Payment Division (FM/CMP).

(b) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by FM/CMP constitute the payment conditions of this contract, superseding and taking precedence over any other clause of this contract concerning payment.

(c) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with the other clauses of this contract concerning payment.

(d) Revocation of the LOC is at the discretion of FM/CMP after consultation with the contracting officer. Notification to the contractor of revocation must be in writing and must specify the reasons for such action. The contractor may appeal any such revocation to the contracting officer, in accordance with the Disputes clause of this contract. Pending final decision, payments under the contract will be in accordance with paragraph (c) of this clause.

[49 FR 13259, Apr. 3, 1984, as amended at 49 FR 33668, Aug. 24, 1984; 54 FR 46391, Nov. 3, 1989; 56 FR 67226, Dec. 30, 1991; 59 FR 33447, June 29, 1994]

752.245-70 Government property—USAID reporting requirements.

In response to a GAO audit recommendation, USAID contracts, except for those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by FAR 45.106.

48 CFR Ch. 7 (10-1-04 Edition)

Preface: to be inserted preceding the text of the FAR clause.

The term *Government furnished property* wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term *government property*, wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

[(Name of contractor) as of (end of contract year), 19xx]

Motor vehicles	Furniture and furnishings—		Other nonexpendable property
	Office	Living quarters	
A. Value of property as of last report .....	.....	.....	.....
B. Transactions during this reporting period .....	.....	.....	.....
1. Acquisitions (add):			
a. Purchased by contractor ¹ .....	.....	.....	.....
b. Transferred from USAID ² .....	.....	.....	.....
c. Transferred from others, without reimbursement ³ .....	.....	.....	.....
2. Disposals (deduct):			
a. Returned to USAID .....	.....	.....	.....
b. Transferred to USAID—contractor purchased .....	.....	.....	.....
c. Transferred to other Government agencies ³ ..	.....	.....	.....
d. Other disposals ³ .....	.....	.....	.....
C. Value of property as of reporting date .....	.....	.....	.....
D. Estimated average age of contractor held property ....	.....	.....	.....
	Years	Years	Years

¹ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.